

**REQUEST FOR PROPOSALS (“RFP”)**  
**COMMUNITY DEVELOPMENT PROGRAM**  
**CDBG-CV Funding Proposal Guidelines**

***I. Statement of Purpose***

To assist in responding to the negative impacts of the COVID-19 Pandemic, the U.S. Department of Housing and Urban Development (“HUD”) has allocated a special grant (“CDBG-CV”) to the City of Sandy Springs (“City”) through the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) in the amount of \$384,260. The City plans to allocate approximately \$284,260 of these funds to eligible organizations for activities that respond to the growing effects of this public health crisis and to remain consistent with the City’s 2018-2022 Consolidated Plan for Participation in the Community Development Block Grant CDBG Program. The purpose of this RFP is to solicit responses (“Proposals”) from qualified organizations as described herein to use these CDBG-CV funds in compliance with all applicable laws, regulations and guidelines. Funds will be made available by the City to a successful proposing agency upon execution of a sub-recipient agreement, upon the terms and in the form attached as Exhibit A to this RFP. Please review the sub-recipient agreement carefully to understand its requirements, conditions, and obligations for the award of CDBG-CV funds.

The City will reimburse eligible expenditures on a monthly basis, and sub-recipients must submit drawdown requests with documentation disclosing what eligible populations were served and that those served were Sandy Springs citizens.

***II. Eligible Activities for CDBG-CV Funds***

**A. General:** The CDBG-CV funds allocated under the CARES Act may be used for a range of eligible activities that prevent and respond to the spread of infectious diseases such as COVID-19. The proposed activities must meet one of the three (3) national objectives as required by CDBG regulation:

1. Must benefit low-and moderate income persons;
2. Must aid in the prevention or elimination of slums or blight; or
3. Must meet an urgent need

See [www.hud.gov](http://www.hud.gov) for more information on the national objectives.

Funds must be used for specific response to COVID-19 impacts such as:

1. Financial relief for housing, utility, food and childcare assistance
2. Emergency rent assistance for COVID-19 related job loss
3. Emergency sheltering
4. Other specific emergency responses and programs from qualified organizations serving low and moderate-income persons

This link provides examples of *CDBG Eligible Activities to Support Infectious Disease Response* under the CARES Act.

**B. *Eligible Population:*** In addition to the requirements above, activities for CDBG-CV funding must serve an eligible population and shall comply with the following:

1. At least 51% of the funded activity participants must meet low or moderate-income guidelines as determined by HUD for the Medford-Ashland standard metropolitan statistical area (MSA); or
2. The activity must benefit a clientele that is generally presumed to be persons of principally low and moderate incomes. The following groups are presumed by HUD to meet this criterion: abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons, migrant farm workers, persons with developmental disabilities or mental retardation, persons living with HIV/AIDS, and persons with mental or emotional disturbances; or
3. Information on family size and income must be provided that shows that at least 51% of the clientele are persons whose family income does not exceed the low and moderate income limit; or
4. The activity must have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or
5. The activity must be of such a nature, and be in such a location, that it may be concluded that the activity's clientele will primarily be low and moderate-income persons. An "area benefit" survey, as outlined in the CDBG program, may be required by the applicant.

**C. *Additional Information:*** For the purpose of an expedited use of the CDBG-CV funding, the CARES Act eliminates the cap on the amount of funds a grantee can spend on public services, removes the requirement to hold in-person public hearings in order to comply with national and local social gather requirements, and allows grantees to be reimbursed for COVID-19 response activities regardless of the date the costs were incurred. The CARES Act also allows grantees to apply the waiver of statutory regulations to 2019 and 2020 CDBG allocations.

There can be no duplication of benefits with other local, state or Federal funds, in accordance with the provisions of Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

### ***III. Ineligible Activities for CDBG-CV Funds***

The general rule is that any activity not specifically identified as eligible is considered ineligible. Listed below are activities not specifically identified as eligible, and are thus ineligible:

- A. New housing construction.
- B. Building used predominantly for the general conduct of government (except for removal of architectural barriers) and other general government expenses.

- C. Political activities.
- D. Purchase of furnishings, motor vehicles and equipment.
- E. Operating and maintenance expenses, including repair of public facilities and improvements.
- F. Income payments.
- G. Improvement to buildings used for religious activities.

#### ***IV. Proposal Requirements and Submission***

**A. General:** The following criteria are minimum thresholds for the City's consideration of a Proposal. Meeting these basic criteria is necessary for the Proposal to be considered for funding. If the City determines that the Proposal does not meet one or more of the criteria listed below, the Proposal will not qualify for funding.

#### ***B. Applicant Requirements:***

1. An applicant must be a unit of government or a non-profit organization that has received an IRS Section 501(c) tax-exempt designation from the Internal Revenue Service.
2. An applicant must have an active DUNS # (a unique nine (9) digit identifier for businesses). The Federal government requires a DUNS number, and the U.S. Department of Housing and Urban Development (HUD) provides CDBG funds to the City. The City will not accept a Proposal from an applicant without a DUNS number.
3. If an applicant is delinquent on an obligation to the City, is currently in default on any City benefit, or is delinquent in any required reporting or monitoring activities, applicant's Proposal will not be considered.
4. An applicant who has received funds in the past for a project must be in good standing with the City and its project must be progressing in accordance with the schedule developed for the project.
5. The City will more strongly consider applicants who have previous experience with CDBG or other Federal grants and those who have been in operation for three (3) or more years.

**C. Proposal Requirements:** Proposals should include the following information and should be limited to ten (10) total pages (excluding summary letter, resumes, and IRS determination letter):

1. Provide a summary letter (excluded from page count) that includes:
  - a. the name, address and telephone number of the organization submitting the Proposal;
  - b. the name and telephone number of the organization's chief executive officer;
  - c. the tax identification number for the organization;
  - d. the DUNS number for the organization;
  - e. contact information (telephone number and e-mail address) for the individual completing the Proposal.
2. Provide IRS determination letter for non-profit status (excluded from page count).

3. Provide a clear and concise description of the proposed project/activity (only one project Proposal is allowed per applicant) and how the project/activity prevents, prepares for and/or responds to issues created by the COVID-19 Pandemic.
  - a. The project/activity proposed must address a community issue that is related to the COVID-19 Pandemic.
  - b. The project/activity must meet all CDBG eligibility requirements as stated herein as well and must benefit Sandy Springs citizens.
  - c. The project/activity must meet one of the national objectives of the CDBG program (listed above).
  - d. The project/activity must be listed as an “eligible” activity in the CDBG statute found at 24 CFR 570.
  - e. All project requests will be based on documented need.
4. Describe, in detail, how the project/activity meets one of the three (3) national objectives referenced on the first page of this RFP.
5. Include a resume of experience and other qualifications of the individuals responsible for the proposed project/activity. Please specify their proposed roles in the proposed project/activity and identify a project manager.
6. Include a budget and a timeline for the proposed project/activity. The Proposal must include a project budget consisting of all revenue sources and personnel/operating costs associated with the proposed project/activity.
7. Include any leveraged funding from other sources in the budget.
8. Provide an estimate for the number for individuals or households that will benefit from the proposed project/activity.
9. Describe how applicant will document eligible population requirements.
10. Demonstrate how service area requirements will be documented (must benefit Sandy Springs citizens).
11. Include financial reports, including the agency budget and last audit, and any other match funds received.
12. Include an executed Proposal Signature and Certification, in the form attached hereto as Exhibit B.

Employees, agents or board members or their immediate family members who exercise any responsibility in making application for, who participate in any decision making process in connection with, and/or who administer the funding granted by the CDBG-CV program shall not have any direct or indirect financial interest in any contract, subcontract or the proceeds associated with work performed in connection with the project/activity.

**D. *Proposal Submission:*** To be considered for funding, all Proposals must be received by 2:00 p.m. EST on June 8, 2020. **Proposals will only be accepted online through the Bonfire Portal at:**

<https://sandysprings.bonfirehub.com/projects/view/27814>

A Proposal submitted in any other format (e-mail, paper, fax, mail, etc.) will not be accepted for any reason.

**E. *Proposal Review and Evaluation:*** Proposals that do not contain all information required by this RFP or are otherwise non-responsive to the requirements may be rejected immediately. The City reserves the right to fund projects at a level which is less than the amount requested. The City reserves the right to waive irregularities or deficiencies in a Proposal if the City determines that waiver is in the best interests of the City. The City may request supplemental written information from an applicant concerning the applicant's ability to perform the services. If an applicant fails to provide supplemental information within the time stated in the request, the City may refuse to consider the applicant's Proposal. The City may request an interview with any applicant. If a Proposal is unclear, or appears inadequate, the applicant may be given an opportunity to explain how the Proposal complies with the requirements of this RFP. The City reserves the right to make such investigation it deems appropriate to determine whether an applicant is qualified to provide the services. If an applicant fails to cooperate with an investigation, or if an applicant provides false, misleading or incomplete information, the City may refuse to consider the applicant's Proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

Applicants shall comply with all applicable Federal, State and City statutes, rules, regulations and record keeping requirements governing the use of CDBG funds. The applicant or applicants selected by the City will be required to enter into the sub-recipient agreement attached hereto, which must be signed and executed prior to disbursement of any funds.

Proposals will be ranked according to the following criteria:

Criteria for Proposals	Weight in Evaluation
Prior experience with CDBG or other Federal Grants	30%
Providing service directly related to COVID-19 issues	20%
Serving significant low to moderate-income population	20%
Existed more than 3 years	10%
Clean financial reports	10%
Amount of other match funds	10%

**F. *Additional Terms and Conditions:*** Applicants are subject to and by submitting Proposals agree to be bound by the following additional terms and conditions of this RFP:

1. All communications regarding this RFP must be with Department of Community Development Planner, Madalyn Smith, 770-206-2077, [msmith@sandyspringsga.gov](mailto:msmith@sandyspringsga.gov).

2. The City reserves the right to reject all Proposals and to waive technicalities and informalities, and to make award in the best interest of the City.
3. The City is not responsible for any technical difficulties. It is highly recommended that all applicants submit their Proposals prior to the due date stated in this RFP.
4. All applicable Federal and State of Georgia laws and City of Sandy Springs ordinances, licenses and regulations of all agencies having jurisdiction shall apply to applicants throughout this RFP process.
5. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
6. No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
7. The City shall be able to request of an applicant satisfactory evidence that it has the necessary financial resources to accomplish the requirements described in this RFP and any resulting agreement.
8. While the City has every intention to make an award, issuance of the RFP in no way constitutes a commitment by the City to award and execute an agreement. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:
  - a. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any applicant for preparation of its Proposal;
  - b. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more applicants;
  - c. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal;
  - d. Make partial award or no award if it is in the best interest of the City to do so; and
  - e. Terminate any contract if the City determines adequate funds are not available.

**EXHIBIT A**  
**FORM OF SUB-RECIPIENT AGREEMENT**  
**(attached)**

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA, AND**

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**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF SANDY SPRINGS, GEORGIA** ("City"), and \_\_\_\_\_ ("Sub-recipient").

**WITNESSETH:**

**WHEREAS**, the City has received an allocation from the United States Department of Housing and Urban Development ("HUD") as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136, for response to the COVID 19 virus pandemic ("Pandemic"); and

**WHEREAS**, this grant is a special allocation of the Community Development Block Grant program ("CDBG Program") whereby allocated funds must be used to prevent, prepare for and respond to the Pandemic ("COVID-19 Program"); and

**WHEREAS**, the primary objective of the CDBG Program generally is the development of viable urban communities, including decent housing and a suitable living environment, and the expansion of economic opportunities principally for persons of low and moderate income; and

**WHEREAS**, the primary objectives of the COVID-19 Program is to assist in meeting the emergency needs within the City related to the Pandemic in order to prevent, prepare for and respond to the virus; and

**WHEREAS**, the provision of public services which are directed toward improving the community's public services and facilities, including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, housing and food, energy conservation, welfare, or recreation is an eligible CDBG activity; and

**WHEREAS**, the Sub-recipient is a public or private nonprofit agency, authority or organization which has submitted a proposal which complies with the objectives of the CDBG Program and the COVID-19 Program and qualifies as an activity eligible for funding in that it is an expanded service related to the impacts of the Pandemic on employment;

**NOW, THEREFORE**, in consideration of the mutual benefits contained herein, the City and the Sub-recipient agree as follows:

**I. AGREEMENT DOCUMENTS**

The Agreement Documents shall consist of the proposal submitted by the Sub-recipient ("Project"), this Agreement and the following four (4) attachments, all of which are incorporated by reference into this Agreement:



Attachment I: The Sub-recipient's goals and objectives for the Project, or the services or other programs to be provided. ("Work Program") for the time period(s) covered by this Agreement;

Attachment II: A line item budget ("Budget") detailing the use of CDBG funds;

Attachment III: Guidelines for financial management of CDBG-funded activities;

Attachment IV: Applicable Federal regulations.

Where there are any conflicts between this Agreement and any of the documents attached or incorporated herein by reference, then the following order of precedence shall be binding upon the parties: (1) this Agreement; (2) Sub-recipient's proposal; (3) the four (4) attachments referenced above in order.

## **II. SCOPE OF WORK**

The Sub-recipient agrees to provide the Work Program described in Attachment I. In serving the clients of the Work Program, the Sub-recipient will coordinate its efforts with other appropriate agencies. The Sub-recipient shall make no changes, alterations or amendments to the Work Program or to the Budget without the prior written approval of the City, and of HUD, if required.

## **III. FUNDING**

**A. Funding to Sub-recipient.** The City agrees to make available the sum of \$\_\_\_\_\_ for use by the Sub-recipient in providing services pursuant to this Agreement during the Agreement year. The payment of funds to the Sub-recipient will be conditioned on the City's receipt of funds from HUD and appropriation of such funds by City Council.

**B. Duplication of Benefits.** Sub-recipient acknowledges that Federal law prohibits any person, business concern, or other entity from receiving Federal funds for any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source. A duplication of benefits (DOB) occurs when: (i) a beneficiary receives assistance; and (ii) the assistance is from multiple sources; and (iii) the assistance amount exceeds the need for a particular recovery purpose. The duplication of benefits prohibition applies to Federally-funded programs providing financial assistance "as a result of a major disaster or emergency."

**C. Use of Funding Deadlines.** Invoices shall be submitted for at least \_\_\_\_\_ percent (\_\_\_%) of the amount described in subparagraph A above no later than \_\_\_\_\_, 2020, which totals \_\_\_\_\_. All funds allocated under this Agreement which are not expended by Sub-recipient by \_\_\_\_\_ shall be reprogrammed by the City.

The method of payment to the Sub-recipient shall be reimbursement of all allowable expenses upon written request accompanied by all documentation of said expenses.

#### **IV. REPORTS AND MONITORING**

**A. Monthly Reports.** The Sub-recipient shall submit monthly Work Program progress reports to the City's Director of Community Development. The Sub-recipient shall also submit on the 15th of January, 2021 a comprehensive report detailing how the Sub-recipient has met the requirements, goals, and objectives of the Work Program during the Agreement year. The comprehensive report shall include performance data, including data on client comments, and identification of actual expenditures.

**B. Monitoring.** The City will schedule one (1) monitoring visit with the Sub-recipient to evaluate the Work Program's progress and performance. During, or in connection with, any monitoring visits, the City shall be provided access to all Work Program-related books, records and other materials (including, without limitation, computer files).

#### **V. SUBCONTRACTS**

The Sub-recipient shall not assign or subcontract this Agreement, or any part herein, without the prior written approval of the City. If approval is granted, any subcontract and all subcontracting procedures shall be in accordance with Federal procurement standards contained in 24 CFR Part 85.36 and OMB Circular 110.

#### **VI. REGULATIONS AND REQUIREMENTS**

**A. Conformity to HUD Regulations.** The Sub-recipient agrees to abide by guidelines set forth by HUD for the administration and implementation of the CDBG Program, including:

1. applicable Uniform Administrative Requirements set forth in 24 CFR 570.502; and
2. applicable Federal laws and regulations in 24 CFR 570.600, et seq.;
3. requirements and standards of OMB Circular No. A-122, and the Attachments to OMB Circular No. A-110 specified in 24 CFR 570.502 (b); and
4. applicable requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), including specifically Section 312 relating to duplication of benefits.

In this regard, the Sub-recipient agrees that duly authorized representatives of HUD shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

**B. Conformity to City Regulations.** The Sub-recipient covenants and agrees to observe and abide by all reasonable rules, regulations, ordinances and resolutions that may be promulgated from time to time by the City concerning the use of CDBG funds received from the City and used by the Sub-recipient.

#### **VII. PROGRAM CLIENTS**

The Sub-recipient agrees that CDBG funds shall only be used to provide services to residents of the City of Sandy Springs.

## **VIII. EQUAL EMPLOYMENT OPPORTUNITIES**

The Sub-recipient shall comply with Equal Employment Opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations.

## **IX. TERM**

Unless terminated earlier in accordance with the provisions contained herein, the term of this Agreement shall be one (1) year, beginning \_\_\_\_\_, 2020, and ending \_\_\_\_\_, 2021, or for such longer period that the City and Sub-recipient agree to and for which CDBG funds are available and have been appropriated, including program income, as defined by CDBG regulations.

## **X. INSURANCE TO BE PROVIDED BY THE SUB-RECIPIENT**

The Sub-recipient shall, prior to the date of execution of this Agreement, file with the City certificates or policies of workers' compensation, public liability, automobile liability (including non-ownership and hired vehicles) and property damage insurance satisfactory to the City and in compliance with the law, and in form and amount sufficient to protect the City ("Required Insurance"). Each certificate or policy shall carry the provision that the insurance shall not be canceled or reduced, terminate, lapse or otherwise expire prior to thirty (30) days' written notice to that effect given by the insurance carrier to the City. All insurance required by this paragraph shall remain in full force and effect for the entire Agreement year, and THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY BY ENDORSEMENT UNDER SUCH INSURANCE CONTRACTS. The certificate or policy shall also contain a stipulation that the insurance carrier will not invoke the defense of performance of a governmental function by the Sub-recipient in performing this Agreement.

Sub-recipient may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Sub-recipient's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Sub-recipient and without penalty to the City.

**This Agreement shall not be binding on the City until a satisfactory certificate of insurance has been filed with the City and approved by the City Attorney as to form and sufficiency.**

The Minimum Limits of Liability Coverage shall be as follows:

**A. Comprehensive General Liability**, including premises and Operations, Elevator Liability; Protective Liability, Products Liability including completed Operations Coverage; and Contractual Liability, for this Agreement.

Limits: \$1,000,000/\$2,000,000  
(per occurrence/annual aggregate)

**B. Comprehensive Automobile Liability**, including all owned Automobiles; Non-Owned

Automobiles; Hired Car Coverage (if applicable).

Limits: \$500,000/\$1,000,000  
(per occurrence/annual aggregate)

C. **Workers' Compensation**, including Employer's Liability.

Limits: Statutory  
Employers Liability: \$100,000

## **XI. INDEMNIFICATION**

To the extent allowed by law, Sub-recipient hereby assumes, and shall defend, indemnify and save the City harmless from and against any and all liability loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of; results from, or is in any way connected with actions taken by the Sub-recipient in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Sub-recipient and any of Sub-recipient's subcontractors, agents or employees in the performance of Sub-recipient's obligations under this Agreement.

## **XII. PROGRAM INCOME AND REVERSION OF ASSETS**

Any "program income", as defined by CDBG regulations, gained from any CDBG funded activity of the Sub-recipient shall be returned to the City.

Within thirty (30) days of the expiration or earlier termination of this Agreement, the Sub-recipient shall transfer to the City any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used or disposed of in accordance with 24 CFR 570.503 (b)(7).

## **XIII. RELIGIOUS ORGANIZATIONS OR OWNED PROPERTY**

The City of Sandy Springs does not discriminate against faith-based organizations in accordance with Georgia law.

CDBG funds may be used by religious organizations or on property owned by religious organizations provided that Sub-recipient seeks prior written approval from the City and only in accordance with requirements set in 24 CFR 570.200(j).

## **XIV. RECORD KEEPING**

A. **Compliance with Guidelines**. Sub-recipient shall comply, at all times, with the Guidelines for Financial Management set forth in Attachment III of this Agreement. Sub-recipient shall keep, and upon

request Sub-recipient shall make available to the City, books, documents, financial statements, invoices, bills, purchase orders, purchase vouchers, payrolls and other records (including, without limitation, computer files) recording all net costs, all direct and indirect costs of labor, materials, equipment, supplies and services, and all other costs and expenses, of any nature whatsoever, for which reimbursement is or may be claimed under the provisions of this Agreement.

**B. Duplication of Benefits.** Sub-recipient shall have policies and procedures in place to prevent duplication of benefits (available methods described by Federal Register Notice 71060), and to: (i) ensure that this grant is necessary and reasonable; (ii) monitor compliance; and (iii) recapture funds if a duplication of benefits occurs.

**C. Inspection of Documents.** Sub-recipient shall keep, and upon request Sub-recipient shall make available to the City, books, documents and other records (including, without limitation, computer files), recordings, any and all contracts, transactions, activities, claims, disputes, lawsuits, and correspondence pertaining or relating in any way to this Agreement.

**D. Audit Rights.** HUD and the City, and the authorized representatives of each, shall have the right of access, upon request, to any and all books, documents and other records of the Sub-recipient pertaining to or relating in any way to this Agreement. At any time during the Agreement year, HUD and the City, and the authorized representatives of each, shall have the right to conduct any audit(s) or other examination(s) (including, without limitation, examinations conducted during any monitoring visits) of Sub-recipient's activities and records as those agencies, or either of them, deem appropriate. HUD and the City, and the authorized representatives of each, shall have the right to copy, transcribe and to reproduce for their own use any books, documents and other records of the Sub-recipient.

**E. Preservation of Records.** The Sub-recipient shall preserve and make available to HUD and the City, its books, documents and other records (including without limitation, computer files) pertaining to or relating in any way to this Agreement, for a period of four (4) years after final payment under this Agreement or for such longer period, if any, as is required by applicable statute, by any clause of this Agreement, or by (1) or (2) below.

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of four (4) years from the date of the resulting final settlement.

2. Records which relate to (i) appeals under the "Disputes" clause of this Agreement, (ii) litigation or the settlement of claims arising out of the performance of this Agreement, (iii) cost and expenses of this Agreement as to which exception has been taken by the Auditor of HUD or any of its authorized representatives, or by the City or its authorized representatives, shall be retained by the Sub-recipient until such appeals, litigation, claims, or exceptions have been disposed of.

**F. Subcontracts.** The Sub-recipient shall include in each of its subcontracts hereunder, a provision to

the effect that the subcontractor agrees that the Auditor of the Department of Housing and Urban Development or any of its authorized representatives, and the City of Sandy Springs or any of its authorized representatives, shall, until the expiration of four (4) years after final payment under the Agreement, have the right to examine any books, documents, and records of such subcontractor that pertain or relate to, the subcontract. The term "subcontractor", as used in this paragraph only excludes (i) purchase orders not exceeding \$2,500, and (ii) subcontracts or purchase of public utility services with rates established for uniform applicability to the general public.

## **XV. DISPUTES**

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by agreement shall be decided by the Director of Community Development, who shall reduce the decision to writing and furnish a copy thereof to the City Manager and the Sub-recipient. The decision of the Director of Community Development shall be final and conclusive unless, within ten (10) days from the date of receipt of such copy, the Sub-recipient furnishes to the City Manager a written appeal. The decision of the City Manager or her duly authorized representative for the determination of such appeals shall promptly be hand-delivered or sent by certified mail to the Sub-recipient, and such decision shall be final and conclusive unless appealed to a court of competent jurisdiction within thirty (30) days of receipt of the City Manager's decision, and determined by that court to have been fraudulent or arbitrary.

In connection with any appeal proceeding under this clause, the Sub-recipient shall be afforded an opportunity to be heard, to be represented by counsel at its own expense, if it so desires, and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Sub-recipient shall proceed diligently with the performance of the Agreement and in accordance with the decision of the Director of Community Development.

## **XVI. TERMINATION FOR CAUSE OR CONVENIENCE**

**A. Termination for Cause by City.** If the Sub-recipient shall fail to fulfill its obligations and promises under this Agreement, or if it shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective day of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or obtained by the Sub-recipient shall become the property of the City.

Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Sub-recipient, or for money received but not earned and may withhold any payments to the Sub-recipient, and retain them for the purpose of setoff to the extent of the amount due to the City from the Sub-recipient.

### **B. Termination for Convenience.**

1. By Sub-recipient. The Sub-recipient may terminate this Agreement at any time, with or without cause, for any or for no reason, by giving written notice to the City of such termination and

specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall become the property of the City.

2. By City. The City may terminate this Agreement at any time, for any reason and without cause, by giving sixty (60) days advance written notice to the Sub-recipient of such termination. If the Agreement is terminated by the City, as provided herein, the Sub-recipient will be paid an amount representative of the time the Sub-recipient has actually performed under this Agreement and properly invoiced in compliance with this Agreement. In addition, in the event that funds are not available, or are not appropriated, to support the City's obligations under this Agreement, then the City may terminate this Agreement by providing written notice to the Sub-recipient within a reasonable time after the unavailable or non-appropriation of funds is effected.

## **XVII. SPECIAL PROVISIONS**

**A. Non-Discrimination.** During the performance of this Agreement, the Sub-recipient agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Sub-recipient. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Also, the Sub-recipient, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, will state that it is an equal opportunity employer.

**B. Drug-Free Workplace.** During the performance of this Agreement the Sub-recipient agrees as follows: (1) to provide a drug-free workplace for the Sub-recipient's employees; (2) to post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (3) state in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient that the Sub-recipient maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Agreement awarded to a Sub-recipient, where the Sub-recipient's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

**C. Notices, Advertisements, Solicitations.** Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**D. Subcontractor Provisions.** The Sub-recipient will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor.

## **XVIII. WORKERS' COMPENSATION**

Sub-recipient shall not allow any subcontractor to perform any work on a construction project, in connection with this Agreement, unless the subcontractor has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of O.C.G.A. Title 34, Chapter 9, as amended. Sub-recipient shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

**XIX. PUBLIC DISCLOSURE OF AGREEMENT DOCUMENTS**

Sub-recipient acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., to the extent such law applies.

**XX. CONTACT PERSONS**

The City's designated representative to receive all communications, claims and correspondence regarding this Agreement is the City Attorney and all such communications, claims and correspondence shall be sent to such representative at the following address: 1 Galambos Way, Sandy Springs, Georgia 30328.

Sub-recipient's designated representative to receive all communications, claims and correspondence regarding this Agreement is \_\_\_\_\_ (name), \_\_\_\_\_ (title), and all such communications, claims and correspondence shall be sent to such representative at the following address: \_\_\_\_\_.

**XXI. SEVERABILITY**

In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

**XXII. INTERPRETATION OF PROVISIONS**

In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

**XXIII. HEADINGS**

Section, article and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

**XXIV. NO WAIVER OF RIGHTS**

No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver



by the City of any default or failure to perform by Sub-recipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Sub-recipient, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.

**XXV. INDEPENDENT CONTRACTOR**

Neither the Sub-recipient, nor its agents, employees, assignees or subcontractors, shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. The Sub-recipient shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

**XXVI. MODIFICATION**

This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement.

**XXVII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All litigation arising out of this Agreement shall be commenced and prosecuted in the Federal, State or local court(s) having jurisdiction with the City of Sandy Springs, Georgia.

**XXVIII. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS THEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written.

**City of Sandy Springs**

<hr/> <i>Signature</i>	<hr/> Date
<hr/> By: <span style="float: right;">Andrea Surratt</span>	
<hr/> Title : <span style="float: right;">City Manager</span>	

\_\_\_\_\_ (Sub-recipient)

<hr/> <i>Signature</i>	<hr/> Date
<hr/> By:	
<hr/> Title :	

**Funds Available: \$** \_\_\_\_\_

\_\_\_\_\_

**Approved as to Form**

<hr/> City Attorney	<hr/> Date
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**ATTACHMENTS**

- 1. Work Program (Provided by Sub-recipient)
- 2. Budget (Provided by Sub-recipient)
- 3. Guidelines for Financial Management of CDBG-Funded Activities
- 4. Federal Regulations

## **ATTACHMENT I**

### **Work Program**

## **ATTACHMENT II**

### **Budget**

## **ATTACHMENT III**

### **Guidelines for Financial Management of CDBG-Funded Activities**

To comply with Federal regulations, each program must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any budget revisions), the amount obligated (i.e., for which the Agreement exists), and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate and to trace every CDBG dollar received and prove where it went and for what it was used.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for four (4) years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers/invoices should be on vendors' letterhead.

All employees paid in whole or in part from CDBG funds should prepare a time sheet indicating the hours worked on CDBG Work Programs for each pay period. Based on these time sheets and the hourly payroll costs for each employee, a voucher statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files.

The City is responsible for reviewing and certifying the financial management system of any operating agency which is not a City department or bureau, in order to determine whether or not it meets all of the above requirements. If the agency's system does not meet these requirements and modifications are not possible, the City must administer the CDBG funds for the operating agency.

Financial records are to be retained for a period of four (4) years, with access guaranteed to HUD or Treasury officials or their representatives.

One copy of the vendors' audited financial statement shall be submitted to the City immediately following the end of the vendors' fiscal year(s) during which CDBG funds are received.

Payment to Sub-recipients will be on a reimbursement basis to be submitted to:

Department of Community Development  
1 Galambos Way  
Sandy Springs, GA 30328

Requests are to be submitted on Sub-recipient's letterhead in a format consistent with the budget attachment, including an analysis of expenses to budget. A cash advance may be available upon special request.



## **ATTACHMENT IV**

### **Federal Regulations**

#### **I. Compliance with Section 109 of the Housing and Community Development Act of 1974**

The work to be performed under this Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974 ("Section 109"), which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

#### **II. Compliance with the Equal Opportunity Provisions of Executive Order No. 11246**

In carrying out the Agreement, the Sub-recipient or Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Sub-recipient or Provider shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient or Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Sub-recipient or Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

#### **III. Compliance with Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38)**

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Sub-recipient or Provider agrees to send to each labor organization or representative of workers with which the Sub-recipient or Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient or Provider's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.



The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Sub-recipient or Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Sub-recipient or Provider will not subcontract with any subcontractor where the Sub-recipient or Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Sub-recipient or Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient or Provider is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient or Provider's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) ("Section 7(b)") also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

#### **IV. Conflict of Interest**

No member of the governing body, or employee of the City of Sandy Springs, Georgia, or its designees or agents, and no other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Block Grant Program, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement, or any subcontract, or the proceeds thereof.

#### **V. Compliance with Lead-Based Paint Regulations**

All construction, rehabilitation, or modernization of residential structures provided under this Agreement shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (84 Stat. 2080; 42 USC 4841(3)) and the regulations thereunder (24 CFR Part 35). The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 482-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part cover activities under this Agreement, as applicable.



## **VI. Compliance with Section 540 of the Rehabilitation Act of 1973 (amended 1978, 1986)**

The work to be performed under this Agreement is subject to the requirement of Section 504 of the Rehabilitation Act of 1973, as amended, which states that: "No other qualified handicapped individual in the United States . . . shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency."

## **VII. Certification Regarding Government-wide Restriction on Lobbying (Title 31 U.C.S., Section 1352)**

The Sub-recipient or Provider certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

C. The Sub-recipient or Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **VIII. Other**

Compliance with all applicable Federal law is required, including, without limitation:

- 24 CFR 85.36
- 24 CFR 570.200 (j)
- 24 CFR 570.530 (a)(8)
- 24 CFR 570.603 (Labor standards)
- 24 CFR 570.604 (Environmental standards)
- 24 CFR 570.605 (National Flood Insurance Program)





- 24 CFR 570.606 (Displacement, relocation, acquisition and replacement of housing)
- 24 CFR 570.607 (Employment and contracting opportunities)
- 24 CFR 570.609 (Use of debarred, suspended or ineligible contractors or subrecipients)
- 24 CFR 570.610 (Uniform administrative requirements and cost principles)
- 24 CFR 570.613 (Eligibility restrictions for certain resident aliens)
- 24 CFR 570.614 (Architectural Barriers Act and the Americans with Disabilities Act)
- OMB Circulars A-87, A-110, and A-128 n2 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part.
- Public Law 88-352 (Title VI of the Civil Rights Act of 1964 and 24 CFR part 1.
- Public Law 90-284 (Fair Housing Act)
- Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107.
- Executive Order 12372 (Intergovernmental Review of Federal Programs), and implementing regulations at 24 CFR part 52.

**NOTICE:** This Attachment identifies some applicable Federal laws and regulations; however, this is not a representation or agreement of the City that no other Federal laws or regulations apply to this Agreement. Sub-recipient shall be responsible for compliance with all applicable Federal laws and regulations, whether or not such laws or regulations have been referenced in this Agreement or its attachments.



**EXHIBIT B**  
**PROPOSAL SIGNATURE AND CERTIFICATION**

I certify that I have read the Request for Proposals for Community Development Program CDBG-CV Funding - Proposal Guidelines ("RFP") in its entirety and the requirements for the grant of funds under applicable Federal, State and local law, as outlined in the RFP, including exhibits thereto. I further certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal ("Applicant") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for Applicant. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Applicant: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Applicant Name Here: \_\_\_\_\_

Date: \_\_\_\_\_